

# Rules of Credit Granting to Business Customers

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## 1. Definitions

- 1.1. **Annuity Method** means a method for repaying Business Credit and Interest when the same amount of instalment is paid every month;
- 1.2. **EONIA (Euro Over Night Index Average)** means an average overnight interest rate in the interbank market in euros. The EONIA reference rate of the relevant working day is published by the agency Thomson Reuters. For an additional fee charged by Thomson Reuters, the EONIA rate is available on the same day between 18:45 and 19:00 (CET). A free-of-charge daily EONIA rate is available on the next working day after the day of its publishing;
- 1.3. **EURIBOR (Euro Interbank Offered Rate)** means the average European interbank interest rate;
- 1.4. **Fixed Interest** means the flat-rate interest of a specific period of time;
- 1.5. **Variable Interest Share** means EONIA, EURIBOR or LIBOR or any other variable interest share set in the Rules;
- 1.6. **Variable Interest** means the annual interest consisting of the selected Variable Interest Share (in case of a negative Variable Interest Share the Variable Interest share shall be equal to zero) and the Margin;
- 1.7. **Credit** means the total amount of monetary funds stated in the Agreement and supplied by the Bank to the Customer in whole or in part according to the terms and conditions of the Agreement, unless otherwise required by the context;
- 1.8. **Credit Limit** means the maximum amount of monetary funds stated in the Agreement up to which the Bank undertakes to disburse the monetary funds, supply guarantees and/or open letters of credit under the terms and conditions defined in the Agreement. The repaid Credit Limit funds and the Credit Limit funds unpaid under the supplied guarantees or opened letters of credit after the last date (inclusive) of the Bank's obligations under the letter of credit/guarantee may be issued repeatedly in accordance with the Agreement;
- 1.9. **Credit Limit Account** means an account opened for the purposes of accounting the Credit Limit supplied to the Customer;
- 1.10. **Credit Account** means an account for the purposes of accounting the Business Credit supplied to the Customer;
- 1.11. **Flexible Method** means a method for repaying Business Credit and Interest, according to which the Credit is repaid to the Bank on the payment dates and in the amounts set out in the Agreement, and the Interest shall be calculated as against the outstanding Credit Share on the basis of the number of days used for the employment of the Credit and shall be paid on the last calendar day of each month;
- 1.12. **LIBOR (London Interbank Offered Rate)** means the average London interbank interest rate;
- 1.13. **Linear Method** means a method for repaying Business Credit and Interest, according to which the Customer shall, on the payment days stated in the Agreement, (a) keep repaying the Credit to the Bank in equal instalments over the whole period of validity of the Agreement, (b) pay the Interest calculated against the outstanding Credit Share on the basis of the number of days used for the employment of the Credit;
- 1.14. **Margin** means the annual amount in per cent stated in the Agreement;
- 1.15. **Payment Document** means any of the following documents submitted by the Customer to the Bank: (a) a Payment Order, (b) a cheque, (c) an application to disburse cash, if the purpose stated by the Customer is cash disbursement, (d) an application / agreement to buy and/or sell foreign currency, (e) a debit Payment Order drawn up and signed by the beneficiary (except other banks, credit institutions and state institutions) where there is a written consent of the Customer for the settlement of debit Payment Orders;
- 1.16. **Payment Order** means a request issued by the Customer to the Bank in a form acceptable to the latter to pay out the Credit, open a letter of credit or issue a guarantee. A Payment Order to open a letter of credit or issue a guarantee shall be supplied after the Customer and the Bank agree on the conditions and sign the application in the form required by the Bank to issue a guarantee or open a letter of credit;
- 1.17. **Unused Credit Share** means the Credit amount from which the Credit amounts already used (if the Credit Limit and/or Overdraft Limit has been granted – used and not repaid). After a guarantee is supplied and/or a letter of credit is opened, the Unused Credit Share shall be reduced according to the level of the guarantee supplied and/or letter of credit opened, except for the cases referred to in the Rules, where the decrease of the Unused Credit Balance exceeds that amount;
- 1.18. **Interest** means Fixed or Variable Interest;
- 1.19. **Interest Validity Period** means the period of the Variable Interest Share specified in the Agreement in months or days;
- 1.20. **Interest change date** means the next day coming after the last day of the Interest Validity Period;
- 1.21. **Last Credit Granting Day** means the day stated in the Agreement when the Bank's obligation to grant the Credit expires;
- 1.22. **Last date of Bank obligations under a letter of credit/guarantee** means the date (inclusive) of expiration and/or discharge of all obligations of the Bank under the respective letter of credit/guarantee;

- 1.23. **Overdraft** means the Account Credit Overdraft Limit utilised and not repaid by the Customer;
- 1.24. **Overdraft Period** means the period stated in the Agreement when Overdraft is allowed in the Overdraft Account. Another Overdraft Period may commence no earlier than on the next day after the Customer completely covers the Overdraft;
- 1.25. **Overdraft Limit Account** means the Customer's bank account with an Overdraft Limit as stated in the Agreement;
- 1.26. **Account Credit Overdraft Limit (hereinafter – Overdraft Limit)** means the largest amount of money specified in the Agreement, up to which the Customer may make payments during the Overdraft Period in case the amount of own funds in the Overdraft Account is insufficient;
- 1.27. **Agreement** means the Credit Agreement and its Annexes, the General Service Rules of AB SEB Bank and the Rules of Credit Granting to Business Customers (available at [www.seb.lt](http://www.seb.lt));
- 1.28. **Business Credit** means the maximum amount of monetary funds stated in the Agreement up to which the Bank undertakes to disburse the monetary funds, supply guarantees and/or open letters of credit under the terms and conditions defined in the Agreement;
- 1.29. **Property Valuation Report** means the valuation report of the collateral drawn up by an independent property valuation company acceptable to the Bank (the list is available on the website of the Bank [www.seb.lt](http://www.seb.lt)).

## 2. Granting of credits and guarantees, issuance of letters of credit

### Conditions precedent for granting credits and guarantees and for opening letters of credit

- 2.1. The Bank shall pay out the Credit (or any part of it), open a letter of credit or issue a guarantee, if on the date of submission of the respective Payment Order and payment of the Credit (or Credit share), opening of a letter of credit or issuing a guarantee all of the following terms and conditions have been met and/or are effective:
- 2.1.1. the Customer has complied with all additional conditions set in the Agreement for the disbursement of the Credit;
- 2.1.2. the Customer has submitted to the Bank the credit documents specified in the Agreement;
- 2.1.3. no essential violation of the Agreement has occurred and will not occur by reason of the prospective payment of the Credit (or its share), opening of letters of credit and/or supply of guarantees;
- 2.1.4. no negative changes in the financial condition, property or operational performance of the Customer have occurred, compared to the condition existing prior to the conclusion of the Agreement, that would substantially and negatively affect Customer's ability to discharge its obligations under the Agreement;
- 2.1.5. performance of the Customer's obligations under the Agreement has been secured under the procedure set out in the Agreement;
- 2.1.6. the Customer has paid to the Bank the charges specified in the Agreement and/or there are no overdue payments to the Bank, unless the Agreement provides for otherwise;
- 2.1.7. there are no other statutory grounds to allow the Bank to suspend the performance of its obligations.
- 2.2. The Credit amount requested under the Payment Order shall not exceed the Unused Credit Share.

### Procedure and time limits for granting credits and guarantees and for opening letters of credit

- 2.3. After the Customer supplies the documents supporting the employment of the Credit for the purpose stated in the Agreement and submits the Payment Order, the Bank shall transfer the Business Credit funds (from the Credit account) and/or the Credit Limit funds (from the Credit Limit account) in 3 (three) working days:
- 2.3.1. directly to the sellers or service providers for the property sold, services provided and/or works performed; or
- 2.3.2. refinance the funds paid by the Customer. Only actual expenses incurred by the Customer no earlier than 365 (three hundred sixty five) days prior to the entry into force of the respective Annex to the Agreement shall be refinanced; or
- 2.3.3. to the Customer's account, if the purpose of the Business Credit or the Credit Limit is to finance working capital;
- 2.4. After the Customer submits the respective Payment Order, the Bank shall open a letter of credit or issue a guarantee. Payments under the letter of credit or guarantee shall be made after the Bank receives the documents supporting a payment claim directly to the beneficiary of the letter of credit and/or guarantee or to the payee bank without any instruction or consent of the Customer and irrespective of whether the time limit for disbursement of the relevant Credit has expired;
- 2.5. After the Customer provides Payment documents, the Bank shall pay the amounts payable with Overdraft Limit funds;
- 2.6. If the Agreement provides for the Flexible Method, the Business Credit Share that remains outstanding after the Last Credit Granting Date shall not be granted and shall be excluded from the Business credit shares that are to be repaid at the latest; if the Agreement provides for the Annuity or Linear method, all Credit shares constituting the payments and outstanding after the Last Credit Granting Date shall be reduced in proportion.

### Currency spread

- 2.7. If the currency of a letter of credit intended to be opened or a guarantee intended to be issued is different from that of the respective Credit:
- 2.7.1. the unused Credit share of the respective Credit shall be reduced by 110% (one hundred and ten per cent) of the amount of the letter of credit and/or guarantee, changed on the date of the opening of the letter of credit and/or issuing of the guarantee with the non-cash purchase and sale rate set by the Bank; and
- 2.7.2. if at any time prior to the final date of the Bank's obligations under the letter of credit/guarantee the exchange rate of the currency of the letter of

credit or the guarantee rises by more than 10% (ten per cent) with regard to the exchange rate of the currency of the Credit employed to open the letter of credit or issue the guarantee, as compared to the respective currency exchange rate on the date of opening the letter of credit or issuing the guarantee, the Bank shall be entitled to reduce the unused Credit share with respective amounts immediately. If the unused Credit share is insufficient and the Bank does not increase the Credit, the Customer undertakes to ensure the following on the date when a written claim from the Bank is received:

2.7.2.1. if a Credit Limit has been granted, that monetary funds are transferred to the Credit Limit Account used to supply a guarantee/open a letter of credit, which are required to repay the respective Credit Limit share, or the respective amount is transferred to the guarantee and/or letter of credit coverage account;

2.7.2.2. if a Business Credit has been granted, that funds are transferred to the guarantee and/or letter of credit coverage account;

2.8. If the Credit currency and the Payment Order currency do not match and the Bank receives no request from the Customer to purchase/sell the respective currency, the Bank shall change the currency of the Credit (or Credit share) to be paid out to the requisite currency without any separate instruction from the Customer. The currency shall be changed on the basis of the non-cash purchase/sale rate set by the Bank on the Credit payment date.

### 3. Credit repayment

- 3.1. The Customer undertakes to repay the Credit within the time limits, under the procedure and in the amounts specified in the Agreement. In the cases stipulated in the Agreement and legal acts the Business Credit (or a part of it) shall be repaid before the due date. The Credit shall be repaid in Credit Currency;
- 3.2. If Annexes 'Credit Limit' and/or 'Account Credit Overdraft Limit' contain a schedule for using the Credit Limit and/or Overdraft Limit, the Customer shall no later than on the scheduled last date shall repay to the Bank the Credit share exceeding the Credit amount that is available for use on the next day;
- 3.3. The Customer undertakes to repay to the Bank the amounts disbursed under supplied guarantees on the day of disbursement of such amounts;
- 3.4. The Customer shall have the right to repay all or part of the utilised Credit Limit and/or Overdraft Limit amounts before maturity without any restrictions;
- 3.5. The Customer shall have the right to refuse the Credit Limit and/or Overdraft Limit (or part thereof) provided that:
  - 3.5.1. it has notified the Bank of such refusal 10 (ten) days prior to the planned refusal date;
  - 3.5.2. has paid to the Bank the fund reservation fee calculated before the Last Credit Granting Date;
  - 3.5.3. pays the Interest due by the date of refusal and any other amounts payable to the Bank;
- 3.6. The Customer may repay the Business Credit (or a part of it) before the due date provided that:

3.6.1. it has notified the Bank of such repayment 10 (ten) days prior to the planned repayment date;

3.6.2. has paid to the Bank the fee stated in the Agreement for the Business Credit (or part of it) repaid before the due date;

3.6.3. pays the Interest due by the date of repayment and any other amounts payable to the Bank;

- 3.7. The Business Credit share voluntarily repaid before the due date shall be excluded from the respective repayable Credit amounts to be repaid at the latest. If the Customer has chosen the Annuity Method or the Linear Method and after repaying the Credit share before the due date the last Business credit share (instalment) to be repaid under the schedule amounts to less than half of the Credit share (instalment) to be repaid under the original schedule, such incomplete Credit share shall be paid together with the last full Credit share (instalment);
- 3.8. If the Customer repays the Business credit (or a part thereof) within the time limits set in the Agreement or before the due date or if it refuses the Credit Limit/Overdraft Limit (or a part thereof), the repaid/refused Credit share cannot be re-issued.

## 4. Interest

### Calculation of Interest

- 4.1. The Customer shall pay Interest to the Bank for the use of the Credit. Interest shall start running on the date of Credit payment (inclusive) and shall continue until the date of full repayment of the Credit to the Bank;
- 4.2. Start date of Interest Validity Period:
  - 4.2.1. in case of a Business Credit – from the first payment date (inclusive) of the Credit Share;
  - 4.2.2. in case of a Credit Limit and/or Overdraft Limit – from the date of entry into force (inclusive) of the respective Annex to the Agreement;
- 4.3. The Credit Interest Validity Period shall continue until the first date of Interest change (excluding that date). Further Interest Validity Periods shall be calculated (continue) from one Interest change date (inclusive) to another Interest change date (excluding that date);
- 4.4. If the Customer fails to repay the Business Credit (or a part of it) within the time limit set in the Agreement (on the last Credit repayment date), the Interest Validity Period with regard to such Credit shall start anew from the last Credit repayment date in accordance with the above-mentioned rules;
- 4.5. Determination of Variable Interest Share:
  - 4.5.1. if the Interest Validity Period is set to 1 (one) night – the interest rate published on the first day of the Interest Validity Period shall apply, and if that date is not a working day in the respective interbank market, the Variable Interest Share published on the last working day of the respective interbank market prior to the first day of the Interest Validity Period shall apply;
  - 4.5.2. in case of a longer Interest Validity Period – the interest rate published 2 (two) days prior to the first day of the Interest Validity Period shall apply, and if that date is not a working day in the respective interbank market, the Variable Interest Rate published on the last day coming before the working day in the respective interbank market shall apply;

- 4.6. If the Customer chooses to apply Fixed Interest, its level shall be set on the date of entry into force of the respective Annex to the Agreement;
- 4.7. For the purposes of Interest calculation, a year shall consist of 360 (three hundred and sixty) days and a month shall consist of the number of calendar days. If the Customer has obtained a Business Credit and chooses the Annuity Method, the Interest shall be calculated considering that a month consists of 30 (thirty) days.
- 4.8. If the Variable Interest Share is not published or available, it has or will cease to be provided, it may not be used or the determination methodology of it has materially changed or it cannot be applied due to any other event beyond the Bank's control, the Bank shall replace the existing Variable Interest Share set out in the Agreement with a new Variable Interest Share reasonably chosen by the Bank. The Bank shall notify the Customer in writing about the replacement of Variable Interest Share and the date the new Variable Interest Share becomes effective. If the Customer does not agree with the new Variable Interest Share, the Customer shall be entitled within 60 (sixty) calendar days from the Bank's notice receipt date to repay the Credit and any other amounts payable to the Bank by notifying the Bank in writing.

If the Bank cannot continue using the existing Variable Interest Share within the period from the date of notification of the change until the date the new Variable Interest Share becomes effective, the most recently available Variable Interest Share fixing shall apply until the next fixing date. If the Customer has not prepaid the Credit and any other amounts payable to the Bank within 60 (sixty) calendar days from the Bank's notice receipt date, the new Variable Interest Share shall apply from the next fixing date.

If the Variable Interest Share is not published or available on certain date due to technical reasons, the most recently available Variable Interest Share fixing shall apply until the next Variable Interest Share fixing date (or until new Variable Interest Share is applied).

If any New Variable Interest Share is negative, it is deemed to be equal to zero (0).

### Payment of Interest

- 4.9. The Interest shall be paid in Credit currency;
- 4.10. The Interest for the Business Credit shall be paid on the Interest payment date, which depends on the selected Credit repayment and Interest payment method. In case of a Business Credit, Interest calculated for the Interest payment date shall be added to the Interest calculated for the next month;
- 4.11. If the Flexible method has been selected and the Business Credit repayment date is not the last calendar day of the month, Interest for using the Business Credit for the last incomplete month shall be paid on the date set in the relevant Annex to the Agreement;
- 4.12. Interest for Credit Limit and Overdraft Limit shall be paid on the last calendar day of each month, including Interest calculated for the Interest payment date;
- 4.13. Additional interest shall be paid on the last calendar day of each month.

### Application of additional interest

- 4.14. The Bank shall unilaterally increase the Fixed Interest or the set Margin by the amount of additional interest

specified in the Agreement, if the Customer fails to make timely repayment of:

- 4.14.1. the Credit Limit and/or the Overdraft Limit share to be repaid prior to the final Credit Limit or Overdraft Limit repayment date (e.g. in case the respective limit is reduced); or
- 4.14.2. the Credit Limit after the expiry of the final Credit Limit repayment period;
- 4.15. In case of failure by the Customer to make payment for the Interest (or part thereof) calculated for the Credit Limit or Overdraft Limit or charges (or part thereof), except for the administration fee, the Bank shall apply Additional Interest;
- 4.16. Additional Interest shall be calculated from the outstanding amount and shall apply from the date of the relevant default until the day when the Customer fulfils the obligations for which Additional Interest is applied.

## 5. Security for the performance of obligations

### Requirements for the security for the performance of obligations

- 5.1. The Customer undertakes to ensure that the contractual performance security measures stated in the Agreement are properly executed and valid until the discharge of all its obligations under the Agreement;
- 5.2. The Parties agree that mortgage and pledge contracts shall be registered at the Customer's expense in the relevant mortgage register and that all terms and conditions of mortgage/pledge contracts shall be made public;
- 5.3. The Customer undertakes, when there is a reasoned written request of the Bank, to make a repeated assessment of the market and/or residual value of the property mortgaged/pledged to the Bank and submit the Property Valuation Report to the Bank at its own expense at least once per 6 (six) months. When requested by the Bank in writing, the Property Valuation Report shall be submitted not later than within 15 (fifteen) working days after the day of submission of the request by the Bank;
- 5.4. If the Customer fails to submit the Property Valuation Report in time, the Bank shall have the right to order the Property Valuation Report on its own at the Customer's expense;
- 5.5. The Customer undertakes to mortgage/pledge all other movable items and real estate immediately, but not later than within 30 (thirty) days after the day of registration of the property item in the relevant register (if the property item is subject to registration) or from the day such property item comes into existence (if the property item is not subject to registration) under the procedure set out in legal acts and at its own expense, if such movable items or real estate (a) exist or will exist in the future on the land plot being mortgaged / on the same land plot as the item being mortgaged/pledged; and/or (b) are/will be necessary for the use of the item being mortgaged/pledged; and/or (c) their existence or non-existence is likely to be of impact on the value and recovery of the item being mortgaged/pledged; and/or (d) are otherwise related to the item being mortgaged/pledged;
- 5.6. At the Bank's request, the Customer undertakes to submit additional measures acceptable to the Bank to secure contractual obligations within a reasonable time

limit set by the Bank (at least 15 (fifteen) working days) or to repay the Credit share to the Bank before its due date, if the Customer performs its obligations under the Agreement in an improper manner and/or if it comes to light from the analysis of the sets of financial reports and/or the Property Valuation Report provided by the Customer that:

- 5.6.1. the value of the contractual performance security measures stated in the Agreement has decreased; and/or
  - 5.6.2. the surety provider or the guarantor has become unacceptable to the Bank; and/or
  - 5.6.3. the Customer's economic and financial condition has worsened during the Agreement validity compared to the Customer's economic and financial condition on the day of entry into the Agreement, which gives rises to reasoned doubts regarding proper performance of obligations by the Customer to the Bank;
- 5.7. The Bank may extend the time limit to supply additional contractual performance security measures on the basis of a justified request of the Customer.

### **Insurance of collateral**

- 5.8. The collateral shall be insured for the amount not less than the whole replacement value (in case of mortgage of real estate or pledge of movable items) or for the amount of the whole balance-sheet value or acquisition value (in case of pledge of inventory and equipment) or at the market value (in case of motor vehicles). If new motor vehicles are pledged to the Bank, they may be insured at their acquisition value;
- 5.9. The collateral (except land, property rights, securities, existing and future monetary funds in accounts, rights of claim, trademarks and/or deposits) shall be uninterruptedly insured at the Customer's expense in the insurance company acceptable to the Bank (the list is available on the website of the Bank [www.seb.lt](http://www.seb.lt)) until the date the Customer fulfils all obligations under the Agreement. The insurance contract shall state the Bank as the beneficiary;
- 5.10. The collateral shall be insured against destruction, damage or loss due to the impact of fire (fire, lightning, explosion, etc.), water (water supply, heating system, sewerage accidents, etc.), glass breaking (if there is any glass in the property item), unlawful acts of third parties (theft, robbery, vandalism, etc.), natural disasters (flood, storm, excessive rain, hail, excessive snowfall, soil sinking, etc.);
- 5.11. The Customer undertakes to submit to the Bank a copy of the insurance contract of the collateral mortgaged/pledged to the Bank under the Agreement and copies of documents supporting the payment of insurance premiums not later than within 5 (five) working days after the date of entry into or amendment to the insurance contract. The Customer shall, at the Bank's written request, deliver originals of the insurance contracts within the time limit specified in the request and the documents supporting the payment of insurance premiums not later than on the next day after the day of payment of a regular insurance premium;
- 5.12. If the collateral mortgaged/pledged under the Agreement is insured for the period shorter than the Credit term, an extended/new insurance certificate (policy) shall be submitted to the Bank not later than 10

(ten) days before the expiry of the validity period of the valid insurance certificate (policy);

- 5.13. In case of failure by the owner of the collateral to fulfil its obligations in a proper manner and in time to insure the collateral, the Bank shall have the right to insure the collateral at the Customer's expense under this Agreement in favour of the Bank until all the Customer's obligations under the Agreement are discharged and cover the costs of such insurance (including regular insurance premiums) by debiting the relevant amounts from the Customer's accounts;
- 5.14. The Customer undertakes to ensure that the owner of the collateral pledged/mortgaged under the Agreement will perform all terms and conditions of the insurance contracts and will pay insurance premiums in a proper manner;
- 5.15. In case of an insured event, the Customer shall inform the Bank thereabout in writing immediately but not later than within 3 (three) working days;
- 5.16. Upon receipt of an insurance benefit, the Bank shall have the right to use it to cover the Credit.

### **Miscellaneous**

- 5.17. The Bank shall have the right to choose at its own discretion the sequence, the procedure and the measures securing the performance of contractual obligations by the Customer to be disposed of (subject to recovery);
- 5.18. After the Customer fulfils all its obligations under the Agreement in a proper manner and pays all the fees related to the closing of the collateral pledge/mortgage and its deregistration from the relevant mortgage register, the Bank undertakes to make an entry in the pledge/mortgage contract about full discharge of debt obligations by the Customer under the Agreement not later than within 30 (thirty) days after the day of the Customer's application;
- 5.19. If the Customer deposits the relevant amount in the account for covering guarantees and/or letters of credit, it shall be considered that these funds constitute a financial security under the guarantee/letter of credit agreement as soon as they are credited into the relevant account for covering guarantees and/or letters of credit.

## **6. Fees and expenses**

### **Administration fee**

- 6.1. The Customer undertakes to pay an administration fee to the Bank in euros no later than on the date of entry into force of the respective Annex. In no circumstances shall the Bank return the administration fee that has already been paid (including the case of refusal of the Credit (or a part of it)).

### **Funding reservation fee**

- 6.2. The Customer undertakes to pay a funding reservation fee to the Bank as an annual amount set in percentage in the relevant Annex to the Agreement. The funding reservation fee shall be paid in Credit currency;
- 6.3. The funding reservation fee shall be calculated taking the Unused Credit Share as a basis for the period as of the date of entry into force of the respective Annex to the Agreement (inclusive) to the Last Credit Granting Date (inclusive);

6.4. The funding reservation fee shall be paid as follows:

6.4.1. in case of a Business Credit – on the last calendar day of each month and the last date of repayment of the respective Credit. If payment of the Business Credit has not commenced – on the first day of the month. The funding reservation fee calculated on the date of fee payment shall be paid on the last day of the next month, except for the case when the fee is paid when repaying the Credit;

6.4.2. if a Credit Limit and an Overdraft Limit has been granted – on the last calendar day of each month (including the amounts calculated for that day), except for the cases of closure of the respective Credit Limit or Overdraft Limit Account. After the closure of the Credit Limit or Overdraft Limit Account, the calculated funding reservation fee shall be paid on the next working day;

6.5. If the Customer refuses the Credit Limit or Overdraft Limit (or a part thereof), the funding reservation fee for the refused amount of the respective limit shall be calculated also for the period as from the date stated in the Customer's application, from which the Customer denounces the respective limit (or a part of it) until the Last Credit Granting Date. If a schedule has been created for the use of the Credit Limit or Overdraft Limit and the Customer denounces the limit (or a part of it), the calculation of the funding reservation fee until the last Credit granting date shall take into account the reduced limit (if any) stated in the schedule;

#### **Agreement amendment fee**

6.6. If the terms of the Agreement are amended at the request of the Customer, the latter shall pay an Agreement amendment fee to the Bank in euros, calculated on the basis of the Pricelist (available on the website of the Bank [www.seb.lt](http://www.seb.lt)) valid on the date of such amendment. The Agreement amendment fee shall be paid separately for each amendment of the Agreement. The fee shall be paid on the date of entry into force of the amendment.

#### **Letter of credit/guarantee obligation fee**

6.7. The Customer undertakes to pay a letter of credit/guarantee obligation fee to the Bank in the annual amounts (in percentage terms) as stated in the relevant Annex to the Agreement. Letter of credit/guarantee obligation fees shall be paid in euros;

6.8. If a guarantee/letter of credit has been issued in a currency other than the euro, then the fee shall be changed to euros according to the non-cash sales rate set by the Bank on the fee payment date;

6.9. Letter of credit/guarantee obligation fees shall be calculated as of the entire amount of the Bank's obligation under the letter of credit or guarantee respectively from the date of opening the letter of credit/issuing the guarantee (inclusive) until the final date of the Bank's obligations under the letter of credit/guarantee (inclusive);

6.10. The letter of credit obligation fee shall be paid no later than on the day of opening of the letter of credit, unless the Agreement states otherwise;

6.11. The guarantee obligation fee for guarantees to be provided with tenders shall be paid on the day of issuing

the guarantee and for guarantees of any other types shall be paid as stated in the Agreement;

6.12. The guarantee obligation fee shall be paid on the last working day of each calendar month for the actual number of the days in the month when the guarantee was effective. The fee calculated for the days of the month following after the last working day of the month shall be added to the next payable amount. If the last day of the Bank's obligations under the guarantee is not the last working day of the month, the fee calculated for the incomplete period of the calendar month of issuing the guarantee shall be paid to the Bank on the final date of the Bank's obligations under the guarantee at the latest.

#### **Default interest and penalties**

6.13. If the Customer fails to fulfil or fulfils improperly its obligations related to the contractual performance security measures, the Bank shall have the right to apply the penalty in euros as stated in the Agreement for each defaulted obligation on the next day already without any prior notice to the Customer;

6.14. If the Customer and/or third parties fail to fulfil or fulfil improperly any obligations other than financial obligations, the Customer shall have to pay the penalty in euros for each defaulted obligation within a reasonable time limit specified by the Bank;

6.15. If the Agreement does not specify otherwise, the Customer shall pay default interest to the Bank in the amount stated in the Agreement for each day of delayed performance of the monetary obligation stated below:

6.15.1. in case of a Business Credit – as of the total overdue Credit repayment amount or the Interest or the amount of fees (except for the administration and funding reservation fees) overdue;

6.15.2. if an Overdraft Limit has been granted – as of the Overdraft Limit amount not repaid by the Customer in due time after the expiry of the Overdraft Period or the time limit for Overdraft Limit repayment;

6.16. If all the conditions referred to in the Agreement have been complied with, but the Bank has not granted the Credit or has not opened a letter of credit or has not issued a guarantee within the time limit stated in the Agreement, the Bank shall, after receiving a claim from the Customer, pay the default interest referred to in the Agreement to the Customer for each day of delay, which shall be calculated as of the amount of the unissued Credit, unopened letter of credit or unissued guarantee;

6.17. The default interest shall start running on the due date of the monetary obligation, until the date of due performance thereof. The Customer shall pay the default interest for Business Credit immediately, whereas the default interest for the Overdraft Limit shall be paid on the last calendar day of the current month. Default interest shall be paid in Credit currency;

6.18. Payment of interest, default interest and/or penalties shall not release the Customer from the performance of contractual obligations and shall not grant the right to the Customer to postpone the time limits to perform the obligations or restrict the right of the Bank to terminate the Agreement.

## **Other expenses**

- 6.19. The Customer undertakes to duly and timely pay and/or compensate to the Bank:
- 6.19.1. any other fees for any services supplied to the Customer by the Bank under the Pricelist; and
  - 6.19.2. any fees of other banks (in their stated currency) for their services (including guarantee issuance, sending, compliance with its terms or opening a letter of credit, complying with its terms, etc.);
  - 6.19.3. all expenses and fees related to the performance of the Agreement, preservation of the Bank's rights under the Agreement and recovery of the debt under the Agreement;
  - 6.19.4. any expenses incurred for the conclusion, registration, amendment, deregistration, termination of contracts related to contractual performance security measures under the Agreement, also the expenses incurred by reason of insurance, evaluation, maintenance and sale of such measures;
- 6.20. In order to compensate the expenses incurred by the Bank, the latter shall be entitled to cover the expenses referred to in this clause in the Customer's name and to debit the required amounts from the Customer's accounts held in the Bank without a separate instruction or agreement of the Customer to that end.

Number of days for fee calculation purposes

- 6.21. If an annual percentage is applied to calculate the fees stated in the Agreement, the year shall consist of 360 (three hundred and sixty) days and the month shall consist of the number of calendar days.

## **7. Payments**

### **Accumulation and debiting the amounts payable**

- 7.1. The Credit shall be repaid, the Interest or other fees payable to the Bank by the Customer shall be paid on the payment dates set in the Agreement, notwithstanding the fact whether that payment date is a working day or not;
- 7.2. The Customer shall ensure that:
- 7.2.1. the Overdraft Account contains a sufficient amount of the Unused Credit Share for the Bank to debit the amounts payable under Annex 'Account Credit Overdraft Limit' on their payment date (00.00 h); and
  - 7.2.2. the payment account referred to in the respective Annex contains sufficient monetary funds in the required currency for the Bank to debit the amounts payable under Annexes entitled 'Business Credit' and 'Credit Limit' on their payment date (00.00 h), except for the Credit Limit amount employed and not repaid, which the Customer is entitled to transfer to the Credit Limit account; and
  - 7.2.3. the account referred to in the Agreement contains sufficient monetary funds in euros for the Bank to debit the administration fee and Agreement amendment fee under all Annexes to the Agreement on their payment date (00.00 h);
- 7.3. The Bank shall debit the accumulated monetary funds from the respective account without any separate instruction and agreement of the Customer. If the

Customer fails to accumulate the required amount of monetary funds in the respective account in due time, the Customer shall be treated as failing to comply with the payment time limits set in the Agreement.

- 7.4. If the Credit Limit and the Overdraft Limit have been granted, the Interest calculated for using the Credit Limit and/or Overdraft Limit and the funding reservation fee payable for the Credit Limit and/or Overdraft Limit may be paid without an individual agreement or instruction of the Customer from the unused amount of the Overdraft Limit;
- 7.5. If the monetary funds transferred to the Credit Limit account exceed the employed share of the Credit Limit, the positive balance shall be transferred from the Credit Limit account to the Payment Account without a separate instruction or agreement of the Customer or such funds shall be used to cover other debts of the Customer due to the Bank.

### **Transfer of amounts payable to another account**

- 7.6. If for the reasons outside the Bank's control the Bank is or will be unable to debit the funds payable to it from the account, the Customer must pay them within the time limits stated in the Agreement to another account stated by the Bank. From the day of crediting the funds to the account stated by the Bank (or the nearest working day after the crediting day, if the payment is made on a non-working day) it shall be considered that the Customer has duly paid the respective amounts to the Bank.

### **Settlements and higher expenses**

- 7.7. The Customer shall make all payments under the Agreement without any deductions whatsoever. If under the applicable legislation the Customer needs to make deductions from any amount payable to the Bank, it undertakes to increase such payable amounts so that after the deductions the Bank receives the amounts that it should have received if there were no such deductions;
- 7.8. The Customer undertakes to compensate the Bank for the higher expenses incurred by the latter in relation to (a) amendments in legislation or changes in the interpretation and/or application of legislation and/or (b) compliance with the requirements of the legislation which came into force after the date of entry of this Agreement, within 10 (ten) days as of the date of receipt of the Bank's request. For the purposes of this clause, higher expenses include:
- reduction in the amount of the Credit to be repaid and the Interest or other funds to be paid to the Bank; and/or
  - increase in the Bank's expenses related to the Credit granting, administration or refinancing;

The provisions of this clause shall not apply if the legislation introduces additional fees calculated as of the total (net) income of the Bank as well as in the case of a decrease in the Variable Interest share.